

DEED IN LIEU OF FORECLOSURE
(Lot 121, Section C, Rosebury Subdivision)

THIS INDENTURE, made and entered into as of the 16th day of November, 2007, by and between MARK MATTHEWS DEVELOPMENT, LLC, a Tennessee limited liability company (herein "Grantor"); and TRUST ONE BANK, a Tennessee banking corporation (herein "Grantee").

WITNESSETH:

That for the consideration hereinafter expressed Grantor has bargained and sold and does hereby sell, convey and warrant unto Grantee the following described real estate, situated and being in the County of DeSoto, State of Mississippi:

(See Exhibit "A" Attached Hereto for Legal Description)

The warranty in this Deed is subject to the permitted exceptions shown on Exhibit "B" attached hereto and incorporated herein by reference. Possession of the subject property is to be given with delivery of Deed.

The consideration for this conveyance is as follows: Ten and No/100 Dollars (\$10.00), cash in hand paid, the receipt of which is hereby acknowledged and the cancellation and surrender of that certain indebtedness secured by a Construction Deed of Trust, Security Agreement and Fixture Filing recorded in Book 2,449, Page 267, in the Office of the Chancery Clerk of DeSoto County, Mississippi (the "Deed of Trust").

This deed is an absolute conveyance, the Grantor having sold the aforescribed real estate to the Grantee for a fair and adequate consideration, such consideration, in addition to that above recited, being full satisfaction of all obligations secured by the Deed of Trust.

Notwithstanding the conveyance of the above described real property from Grantor to Grantee, the Deed of Trust shall not be released or merged herein as a result of this conveyance, but said Deed of Trust shall continue in full force and effect until release thereof by Grantee herein.

Prepared by and return to:
Richard C. Raines, Esq.
Wyatt Tarrant & Combs, LLP
1715 Aaron Brenner Drive, Suite 800
Memphis, Tennessee 38120
(901)537-1000

Grantor declares that this conveyance is freely and fairly made, and that there are no agreements, oral or written, or other than this deed between Grantor and Grantee with respect to the aforescribed real estate.

The words Grantor and Grantee as used herein shall mean "Grantors" and "Grantees," respectively, if more than one person or entity be referred to, and pronouns shall be construed according to their proper gender and number according to the context hereof.

(See Next Page for Signatures)

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed by and through their duly authorized officers as of the day and year first above written.

GRANTOR:

MARK MATTHEWS DEVELOPMENT, LLC,
a Tennessee limited liability company

By: Mark S. Matthews

Mark S. Matthews, President

GRANTEE:

TRUST ONE BANK,
a Tennessee banking corporation

By: Shirley Stevens

Shirley Stevens, Vice President

STATE OF TENNESSEE
COUNTY OF SHELBY

Personally appeared before me, the undersigned authority in and for the said county and state, on this 15th day of November, 2007, within my jurisdiction, the within named Mark S. Matthews, who acknowledged that he is the President of Mark Matthews Development, LLC, a Tennessee limited liability company, and that for and on behalf of said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

My Commission Expires:

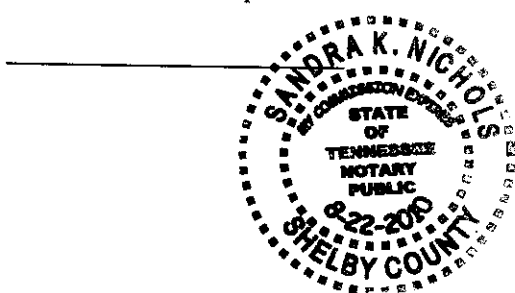
STATE OF TENNESSEE
COUNTY OF SHELBY



Geoffrey M. Hirsch
Notary Public

Personally appeared before me, the undersigned authority in and for the said county and state, on this 16th day of November, 2007, within my jurisdiction, the within named Shirley Stevens, who acknowledged that she is a Vice President of Trust One Bank, a Tennessee banking corporation, and that for and on behalf of the said corporation, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

My Commission Expires:



Sandra K. Nichols
Notary Public

Grantor's Address:

**Mark Matthews Development, LLC
8134 Country Village Dr., Suite 101
Cordova, TN 38016
901-682-2439**

Grantee's Address:

**Trust One Bank
Attn: Chief Financial Officer
1715 Aaron Brenner Drive, Suite 100
Memphis, Tennessee 38120
901-759-3500**

586193.1

Exhibit "A"
Legal Description

Lot 121, Section C, Rosebury Subdivision, located in Section 10, Township 2 South, Range 7 West, as shown on plat of record in Plat Book 97, Page 28, in the Office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.

Exhibit "B"
Permitted Exceptions

1. City and County taxes for 2007, not yet due and payable.
2. Subdivision restrictions, building lines and easements of record in Plat Book 97, Page 28, in the Office of the Chancery Clerk of DeSoto County, Mississippi.
3. Right of Way Agreements of record in Book 207, Page 656, Book 451, Page 74, Book 462, Page 589, Book 496, Page 627 and Book 518, Page 413, in said Chancery Clerk's Office.
4. Water Line Easements of record in Book 347, Page 629, Book 347, Page 632, Book 347, Page 635 and Book 354, Page 253, in said Chancery Clerk's Office.
5. Construction Deed of Trust, Security Agreement and Fixture Filing of record in Book 2,449, Page 267, in said Chancery Clerk's Office.